



425 W. Capitol Ave., Suite 3565
Little Rock, AR 72201
(501) 324-8900 or (877) 727-3468
<http://www.state.ar.us>
email: info@ark.org

Subscription Service Agreement

A subscription to the Information Network of Arkansas (INA) is only necessary if you desire access to premium services. In order to subscribe you must complete all sections of this Service Agreement. Please read all information enclosed carefully, including any inserts, and then return this Agreement to INA.

A setup fee of \$50 should be returned by check or money order with this agreement. You may also pay by credit card by filling out the information on page two. Thereafter, the annual subscription renewal is \$50 and will be billed to your account automatically. Certain INA services also have statutory and/or INA transaction fees associated with them. Information on all fees is either provided in this Service Agreement or on the associated Internet pages.

If you have any questions regarding information contained within this Agreement, please contact the Information Network of Arkansas at 1-877-727-3468.

Signing Up In 4 Easy Steps

1. You will need a computer with a modem, Internet software and an Internet service provider.

To find an ISP in your area consult your phone book or a local computer store. If you do not have an Internet service provider in your area, please contact INA for help.

2. Complete this Subscription.

Don't forget to assign your user names on page two. Then choose a billing method and sign below.

3. If you are planning to access TVR Information through INA, you must read and sign page 3.

INA cannot offer Arkansas TVR information online to any party unless this section of the Agreement has been signed and filled out properly.

4. Sign and return Agreement with your check or money order (if not using the credit card option).

Upon receipt of a completed agreement INA will mail out your usernames and passwords. When you receive them you may begin using our subscription services immediately.

CUSTOMER SIGNATURE - Sign Here

Signature

Date

Name (printed)

Title

By my signature I agree that:

I have read and agree to the terms and conditions of the Information Network of Arkansas Subscription Service Agreement as presented. I understand that all information provided by INA is public information as allowed under the 1967 Freedom of Information act; accordingly I agree to follow all laws and regulations regarding the distribution and dissemination of such information.

Information Network of Arkansas

Subscription Service Agreement

Mailing Address

Organization Name _____
Attention _____ Title _____
Address _____
City/State/Zip _____
Telephone _____ Ext _____ FAX _____

Billing Address

(If different than above)

Organization Name _____
Attention _____ Title _____
Address _____
City/State/Zip _____
Telephone _____ Ext _____ FAX _____

Billing Options

Please Select One:

☐ Visa / Mastercard/American Express ☐ Auto Check Option

Card# _____

Bank Name _____

Exp. Date _____

Routing# _____

(Monthly usage fees are charged to credit card)

Account# _____

(Monthly usage fees are deducted from checking account)

☐ Monthly Minimum Option

(Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via mail.)

Name(s) to be assigned to subscription (max. 10 users per subscription - Premium Services Only)

	Name	Email Address
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

Office Use Only - UN

Office Use Only - PW

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

INA Office Use Only

Account #: _____ Association Code(s): _____

TERMS and AGREEMENTS

Information Network of Arkansas Services Agreement

The Subscriber and Information Network of Arkansas (INA) wish to contract for the provision of services from INA to Subscriber as per the Terms and Conditions below. INA provides on-line access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by INA.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which INA will provide services to Subscriber.
2. INA reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that he/she has read this Agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by INA, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a) Hours of Service: Service will be provided on a non-guaranteed basis seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by INA in its sole discretion.
 - b) ID/Account Numbers: INA will issue to the Subscriber a maximum of ten (10) ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of his/her account numbers and to ensure that access to services and use of his/her ID/account numbers are controlled by him/her and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is liable for any and all charges for services to his/her ID/account numbers whether or not authorized by Subscriber.
 - c) Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through INA services.
5. Payment
 - a) Invoices for all services rendered will be prepared by INA and provided by INA. Rates shall be in accordance with the current INA rate schedule. Terms of invoice payment shall be net thirty (30) days.
 - b) In addition to the rates contained herein, Subscriber shall pay INA for all sales, use, and excise taxes incurred by INA in providing services to Subscriber.
 - c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
 - d) Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
 - e) Visa/Mastercard - Charges the monthly usage fees to your charge card monthly.
 - f) Monthly Minimum Option- INA bills you monthly; monthly charge is the greater of actual use or \$15.00.
 - g) Default: An account is in default if it is past due or if Subscriber should declare a bankruptcy or insolvency. In the event of default, INA may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent INA from exercising this option at any other time or degree of delinquency.
6. Limitation of Liability
 - a) The remedies set forth in this Agreement are exclusive and in no event shall INA, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
 - b) Subscriber agrees that INA will not be liable for any claim or demand of any nature or kind whether asserted against INA or against Subscriber by any third party, arising out of the services or materials provided or their use; Subscriber agrees to indemnify and hold INA harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.
 - c) INA shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.
 - d) No action or suit, regardless of form, other than an action for payments due INA, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

- e) The Information Network of Arkansas, Inc., The Arkansas Information Consortium, Inc., Arkansas state, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on the Information Network of Arkansas shall at no time be liable for any errors in or omissions from information available on the INA network.

7. Warranty

- a) INA makes no warranties express or implied, including but not limited to the implied warranties of mechanicability and fitness for any particular purpose. While INA and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b) Subscriber warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through INA.

8. Rate Changes

- a) Rates are as set forth in the Subscription Service Agreement insert and are established by INA in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
- b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations

Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account numbers, use data received from or through INA in any way except in full and complete compliance with all applicable laws.

10. Tradename / Trademark

Subscriber agrees that he/she will not use the trademark "INA" or "Information Network of Arkansas" or any of INA's services identified in any fashion unless specifically authorized to do so in writing by INA. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by INA.

11. General

- a) Waiver: The waiver, modification, or failure to insist by INA on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of INA's right to performance of any such term or terms.
- b) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Arkansas as such laws are applied to contracts made and to be performed entirely in Arkansas, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Arkansas and in no other jurisdiction.
- d) Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. INA may assign this Agreement and/or the payments due to INA without notice to or requirement for Subscriber's permission or approval.

12. INA is managed by the Arkansas Information Consortium, Inc., an Arkansas Corporation, and is governed by the Information Network of Arkansas Board.

Subscribers Who Plan To Access Arkansas TVR Information Online Must Read And Sign This Section Of The Agreement

WHEREAS, Section 1 of Act 465 of the 1977 Acts of Arkansas provides that the Office of Driver Services, Revenue Division, Department of Finance and Administration, State of Arkansas, may furnish an abstract of a drivers record as maintained by said office, only to a person who has been authorized in writing by such driver to obtain the driver's record; and

WHEREAS, the undersigned periodically makes numerous requests for abstracts of driver's records in the course of undersigned's business; and

WHEREAS, it is extremely expensive and cumbersome for the undersigned to duplicate and file for the Office of Driver Services to receive and maintain each individual written authorization signed by such drivers in order for the undersigned to obtain an abstract of the driver's record;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE AND CERTIFY AS FOLLOWS:

- (1) That the undersigned represents and warrants to the Office of Driver Services that every person , on whom a request for an abstract is made by the undersigned, shall have first given his or her consent to the release of such abstract.
- (2) That the original written authorization signed by the driver on whom an abstract is requested, or a copy of thereof, shall be furnished by the undersigned to the Office of Driver Services upon request by the Office of Driver Services. This written authorization is to be kept on file with your company for a five year period.
- (3) If the undersigned is found to be in violation of the foregoing, the Office of Driver Services may thereafter require the undersigned to provide individual signed releases with each abstract hereafter requested by the undersigned.
- (4) The undersigned further agrees to indemnify and hold harmless the Office of Driver Services, Revenue Division, Department of Finance and Administration, State of Arkansas, and the Information Network of Arkansas and its Board for any liabilities and/or damages caused by virtue of the undersigned's breach of this agreement or the provision of Act 465 of the 1977 Acts of Arkansas.

One of these must apply to you before you may obtain an abstract of a driver record:

In accordance with Arkansas Code § 27-50-906, the Office of Driver Services may furnish an abstract of any driver record to:

- (1) The driver on whom the record has been compiled;
- (2) Any person who has been authorized in writing by the driver to obtain the driver's record;
- (3) Any court having jurisdiction over traffic offenses;
- (4) Any law enforcement officer, who shall use the report only in the line of duty in enforcing the traffic laws of the state;
- (5) Employers of drivers, provided that the driver has given his written consent for the employer to obtain the driver record;
- (6) Any insurer licensed to do business in Arkansas, or its agents, employees, or contractors, in connection with the driving record of an insured or applicant;
- (7) Any governmental department or agency upon a showing of reasonable cause as to why the driver record should be issued to such governmental department or agency in order for the governmental department or agency to effectively carry out its statutory duties.
- (8) A driver license status report shall be available to rental car companies who otherwise meet the requirements of this section for receiving an abstract of a driver's record upon the payment of one dollar (\$1.00) for each license number checked. This fee shall be deposited to the State Treasury into the State Central Services Fund as a direct revenue to be used by the Department of Finance and Administration, Revenue Division. The Information Network of Arkansas may charge an additional fee for the service of transmitting this information electronically.

You must check the box below in order to access online TVR information:

☐

I plan to use INA services to access Arkansas TVR information and agree to access these abstracts under the conditions listed above.

By my signature, I state that I have read and agree to the conditions and laws set forth on this page when accessing TVR information online through the Information Network of Arkansas.

Signed _____

Date _____

**Information Network of Arkansas
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State of Arkansas

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Jones & Company

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